

Memorandum of Understanding between
The United States Environmental Protection Agency
and
SAMPLE

I. Common Agreements and Principles

A. This is a voluntary agreement between *SAMPLE* ("ENERGY STAR® Computer Controlling Device Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which *SAMPLE* joins the ENERGY STAR Office Equipment Program.

B. Partner and EPA agree that the primary purpose of the ENERGY STAR Office Equipment Program is to promote the manufacturing and marketing of energy-efficient office automation equipment.

C. Partner and EPA agree that the use of controlling device equipment may help to reduce the energy consumption associated with the existing stock of personal computers, printers, and monitors.

D. Partner and EPA agree that maintaining public confidence in the credibility of the ENERGY STAR Office Equipment Program is critical to achieving the shared goals of Partner and EPA.

E. Partner and EPA agree that membership in the ENERGY STAR Office Equipment Program is essential to the cooperative effort to achieve the shared goals stated above.

F. This agreement can be terminated by Partner or EPA at any time with no penalty.

G. This agreement shall cover controlling devices designed to reduce the power consumption of personal computers, monitors, and printers, as defined below:

1. "Controlling Device" is a device easily installed by the end user and designed to reduce the energy consumption of existing personal computers, monitors, or printers by turning them off when not in use. The device may consist of external hardware units connected via cables to the personal computer, monitor, or printer, and may also include a software-based user interface. If both hardware and software components are required, the pieces must be sold together.
2. "Personal computer" is a commercial desk-top, desk-side, or smaller single-user unit manufactured as a standard model and powered from a wall outlet.
3. "Monitor" is a cathode-ray tube (CRT), liquid crystal display (LCD), or other display device and its associated electronics. The monitor may be physically separate from or included in the casing of the personal computer.

ENERGY STAR is a U.S. registered mark.

4. "Printer" is imaging equipment manufactured as a standard model that serves as a hard-copy output device and is capable of receiving information from single-user or networked computers. The unit must be capable of being powered from a wall outlet.

II. ENERGY STAR Computer Controlling Device Partner's Responsibilities

A. Partner agrees to appoint a responsible representative of the company as liaison with EPA for the ENERGY STAR Office Equipment Program and to notify EPA within one month of any change in liaison responsibility.

B. Partner will introduce one or more models of controlling devices that can be used to reduce the energy consumption of existing non-ENERGY STAR compliant personal computers, monitors, or printers. The specific requirements for each category are described below.

1. Monitor Controlling Devices

Controlling devices applied to monitors must be capable of turning off a monitor after a specified period of user inactivity. The device shall automatically restore full power to the monitor after the user resumes work, i.e., touches the keyboard or moves the mouse. It is preferable that monitor controlling devices be able to respond to both keyboard input and mouse movement. If a device is only capable of responding to keyboard input, the Controlling Device Partner must state this limitation clearly in all product literature, e.g., product packaging, promotional materials, and users manual. The monitor controlling device shall allow the user to easily select the idle period after which the low-power state shall be activated; at a minimum the device shall be capable of triggering a low-power state after 15 minutes of user inactivity.

2. Printer Controlling Devices

Controlling devices for printers must be capable of turning off a printer after a specified period of printer inactivity. When data is again sent to the printer, the device shall automatically restore full power to the printer with no loss of the new data. Other than a slight delay in printing time, the user shall not be adversely affected by the printer controlling device. The device shall allow the user to select the idle period after which the low-power state shall be activated; at a minimum the device should be capable of turning off the printer after 30 minutes of printer inactivity.

3. Personal Computer Controlling Devices

Controlling devices applied to personal computers must be capable of turning off a personal computer after a period of user inactivity. The user shall be able to specify and easily change the period of inactivity after which the personal computer shall enter the off state (including disabling the feature). In addition, the personal computer controlling device must also be capable of turning a personal computer off at a predetermined time of the day. The user shall be able to specify and easily change the time of day at which this shall occur. The user shall be able to activate, set, or disable both features independently in order to customize the energy-saving features of their device. The personal computer controlling device shall ensure that all open documents are saved in their current state prior to turning off the system. The device shall allow users to conveniently restore their systems to full power upon resumption of activity. The controlling device shall be capable of returning the user to their exact position prior to activation of the low-power state, i.e., the controlling device must include a "bookmarking" feature. Upon repowering the computer, the controlling device may allow the user to choose whether or not to return to the prior document. Other than a slight delay in reactivating the computer from its low-power state, the controlling device shall have no adverse impact on the user.

Personal computer controlling devices shall not be recommended for use on local area network systems where end users are regularly connected to a central file server. Partner shall communicate this recommendation in all advertisements, product literature, users manual, and packaging.

C. If a device is capable of controlling more than one item, e.g., a monitor and a printer, or a computer and a monitor, the device must meet the requirements for each category in order to be deemed an ENERGY STAR compliant controlling device. Any multiple-use device which does not meet all of the requirements shall not be associated with the ENERGY STAR logo or the ENERGY STAR Office Equipment Program.

D. Partner agrees to provide EPA with a description of its controlling device product along with an explanation of how it meets the requirements specified in Section II.B., above. Partner shall not claim that its controlling device product is ENERGY STAR compliant until receiving a written confirmation from EPA that the device meets the requirements of this MOU.

E. It is the responsibility of the Partner to associate the ENERGY STAR logo only with individual products that have been qualified by the EPA pursuant to Section II.D. The Partner may place the ENERGY STAR logo on EPA-qualified products, as well as on the associated packaging, literature, and advertisements for those products.

F. Partner shall deliver to EPA copies of all promotional materials developed that include the ENERGY STAR logo, or otherwise mention the ENERGY STAR Office Equipment Program, prior to printing, so that EPA may review such materials for conformance to the requirements of this MOU. EPA shall fax an approval or disapproval within 4 business days of receipt.

G. Partner understands that the ENERGY STAR name is a registered mark of the EPA. As such, Partner shall note this registered status, as appropriate. This may include (a) inserting the registered symbol, ®, next to the ENERGY STAR name (i.e., ENERGY STAR®) each time it appears in a brochure, poster, advertisement, or other document *or* (b) providing the following statement with the first use of the ENERGY STAR name: "ENERGY STAR is a U.S. registered mark." See the Logo Use Guidelines for more details.

H. Wherever the ENERGY STAR logo is used, Partner agrees that it shall be accompanied by the following statement: "As an ENERGY STAR Partner, COMPANY~ has determined that this product meets the ENERGY STAR guidelines for energy efficiency." Partner shall follow any specific logo usage guidelines issued by the EPA.

I. Partner shall not state or otherwise imply that its product "converts" or "transforms" a regular computer, monitor or printer into an "ENERGY STAR" compliant computer, monitor or printer. Partner agrees that only a computer, monitor, or printer manufacturer may claim that its product is ENERGY STAR compliant. For controlling devices that have been confirmed by the EPA, Partner may state that its product is "an ENERGY STAR compliant controlling device," and that its product "can reduce the energy consumption of non-ENERGY STAR compliant computer products."

J. Partner agrees to inform its customers about the energy savings and potential pollution reductions achieved by turning off personal computers at night and on weekends.

K. At EPA's request, Partner will endeavor to locate customers who have profited from the purchase of controlling devices and are willing to share information about performance and savings, as well as employees who have contributed in its success. This

customer- or employee-supplied information is to be without reference or endorsement of specific Partner, specific product, or other supply sources.

L. Partner will help its customers to calculate the cost-effectiveness of its controlling device product. When placing energy or dollar savings figures in advertisements, Partner shall include all assumptions used in its calculations.

M. Partner understands that participation in the ENERGY STAR Office Equipment Program does not constitute EPA endorsement or approval of the Partner or of the quality or performance (other than power management) of its products.

N. If either EPA or Partner terminates this Agreement, Partner will no longer be entitled to apply the ENERGY STAR logo to newly manufactured products, and will no longer distribute any advertisements or communications materials that include the ENERGY STAR logo or make reference to the ENERGY STAR Office Equipment Program.

III. EPA's Responsibilities

A. EPA agrees to designate a single liaison point for the ENERGY STAR Office Equipment Program, and to notify Partner within one month of any change in liaison responsibilities. The Partner shall send signed MOU and other correspondence to this person.

B. EPA agrees to educate consumers about the benefits of qualified controlling devices for purposes of retrofitting existing non-ENERGY STAR compliant monitors and printers.

1. EPA agrees to seek cooperation of U.S. government institutions involved with computer equipment to remove any unjustified regulatory barriers to purchasing controlling devices for purposes of retrofitting existing non-ENERGY STAR compliant computers, monitors, or printers.

2. EPA agrees to use its best efforts to create a voluntary program by which computer consumers are made aware of the advantages of buying office technology equipment bearing the ENERGY STAR logo.

C. EPA agrees to provide Partner with recognition for its public service in protecting the environment by performing analyses of the pollution prevented by corporate participants, and providing this and other program information to appropriate news media sources for publication.

D. EPA agrees to respond by fax within 7 days of receipt of a Partner's declaration of a qualifying product, pursuant to Section II.D., above. EPA will respond with an approval, disapproval, or request for more information.

E. EPA agrees to accept the product information submitted by Partner whether it is self-determined or determined by an independent third party. EPA reserves the right to conduct tests on such products bearing the ENERGY STAR logo from either the open market or other available sources, or voluntarily received from Partner.

F. EPA agrees to complete all reviews of product communications materials and logo usage proposals, submitted pursuant to Section II.F., within 4 business days of receipt. If EPA fails to respond within 4 business days, approval of submitted materials is automatically granted.

IV. Use of EPA-Developed Materials

A. Partner agrees to promote the ENERGY STAR Office Equipment Program through any acceptable news media methods, including EPA-developed materials. EPA-developed materials may be used by Partners as resource material for publicizing the ENERGY STAR Office Equipment Program.

B. EPA agrees to loan Partner, at no charge, directly reproducible materials from which Partner can create:

1. ENERGY STAR logo
2. ENERGY STAR Office Equipment brochures
3. Other ENERGY STAR Office Equipment materials

C. Partner agrees not to alter the ENERGY STAR logo. Partner agrees to reproduce other EPA-developed brochures or materials accurately, and without any changes in form, content, or appearance, except that Partner may add the phrase "Distributed at no cost by (ENERGY STAR Controlling Device Partner), with permission of EPA's ENERGY STAR Office Equipment Program," as well as Partner's logo, address, and phone number.

D. Partner agrees to use recycled paper for all reproductions of EPA-developed brochures.

V. Conflict Resolution

A. Although either party can terminate this agreement at any time as provided in Paragraph I.F., with or without cause, the parties agree that the following procedure is the preferred means of resolving any disputes which may arise:

If EPA believes that Partner is not carrying out its commitments under this agreement, EPA will discuss its concerns with Partner and attempt to resolve the matter informally. If this attempt is not successful, EPA will send a registered letter to Partner specifying the actions necessary for Partner to remain a member of the ENERGY STAR Office Equipment Program. Within 20 days of receiving EPA's letter, Partner will respond via a registered letter which either: (1) agrees to undertake the corrective actions in a timely and effective manner or (2) terminates the agreement. If Partner does not respond within 20 days, it is expected that EPA will unilaterally terminate the agreement.

If Partner believes that EPA is not carrying out its commitments under this agreement, Partner will discuss its concerns with EPA and attempt to resolve the matter informally. If this attempt is not successful, Partner will send a registered letter to EPA specifying the action which EPA must take if Partner is to remain a member of the ENERGY STAR Office Equipment Program. Within 20 days of receiving Partner's letter, EPA will respond by a registered letter which either: (1) agrees to undertake the corrective actions in a timely and effective manner or (2) terminates the agreement. If EPA does not respond within 20 days, it is expected that Partner will unilaterally terminate the agreement.

The termination procedures described above are the only remedy available to either party for failure of the other party to comply with this agreement, except that all rights and remedies under 40 C.F.R. Part 2 continue to apply. See Paragraph VI.B., below.

VI. Other Provisions

- A. Each party's commitments will be subject to any legal restrictions that may apply.
- B. EPA agrees that information provided by Partner to EPA will be treated pursuant to EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

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As representatives of EPA and *SAMPLE*, we, the undersigned, do hereby execute this Memorandum of Understanding on the latter of the dates indicated below.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ *--- SAMPLE ---* Date: *--- SAMPLE -*
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Name: Paul M. Stolpman
Title: Director, Office of Atmospheric Programs

For *SAMPLE*:

Signature: _____ *--- SAMPLE ---* Date: *--- SAMPLE -*
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Name: _____

Title: _____